

AGREEMENT
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF FINANCE OF THE REPUBLIC OF SLOVENIA
FOR COOPERATION IN THE PREVENTION OF ILLICIT TRAFFICKING IN
NUCLEAR AND OTHER RADIOACTIVE MATERIALS

The Department of Energy of the United States of America (DOE) and the Ministry of Finance of the Republic of Slovenia (MOF), hereinafter referred to as the "Parties";

Desiring to implement the Agreement between the United States of America and the Republic of Slovenia Concerning Cooperation in the Prevention of the Proliferation of Weapons of Mass Destruction of June 21, 1999, as amended, which entered into force June 26, 2000 (hereinafter referred to as the "Non-Proliferation Agreement");

Desiring to cooperate to prevent the illicit trafficking in nuclear and other radioactive materials through technical and methodological cooperation, including the improvement of systems for the detection and identification of these materials at the Port of Koper and other Republic of Slovenia points of entry/exit as the Parties mutually determine; and

Having regard to the obligations of the Republic of Slovenia deriving from its membership in the European Community and the European Atomic Energy Community;

Have agreed as follows:

Article 1

1. This Agreement and all activities undertaken in accordance with this Agreement shall be subject to and governed by the provisions of the Non-Proliferation Agreement. Except as expressly stated herein, in the event of any inconsistency between this Agreement and the Non-Proliferation Agreement, the provisions of the Non-Proliferation Agreement shall prevail.
2. This Agreement shall be implemented by each Party consistent with the domestic laws of that Party's State and with international agreements to which that Party's State is a party and other international law to the extent applicable.

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Article 2

1. The DOE, through its National Nuclear Security Administration, may provide the MOF, through its Customs Administration (CA), technical assistance in the form of equipment, materials, training and services for CA's use at the Port of Koper and other Republic of Slovenia points of entry/exit as the Parties mutually determine, for the purpose of detecting and interdicting illicit trafficking in special nuclear material and other radioactive material which is entering or exiting the territory of the Republic of Slovenia.

For purposes of this Agreement, "special nuclear material" means plutonium, and uranium enriched to levels of 20% or higher in the isotope U-235. "Other radioactive materials" include, but are not limited to, radioactive sources suitable for use in radiological dispersal devices.

2. DOE's technical assistance, rendered to the CA, may include:

a. Delivery and installation at the Port of Koper and other Republic of Slovenia points of entry/exit as the Parties mutually determine, of equipment adapted as appropriate for customs control conditions (including testing, setup and demonstration of the equipment);

b. Delivery of spare parts kits, test equipment and other maintenance equipment to maintain the DOE-provided equipment;

c. Training of CA personnel and other appropriate personnel in detection of special nuclear material and other radioactive materials and in the proper use and maintenance of the equipment provided by DOE;

d. Additional areas of cooperation as may be agreed by the Parties in writing.

3. By mutual agreement of both Parties, technical workshops, consultations, site surveys and acceptance testing of materials and installed equipment may be conducted. By agreement of the Parties, joint working groups of technical experts may be formed to exchange technical information and to make proposals on technical and training matters related to the effective implementation of this Agreement.

4. The terms and conditions under which assistance may be provided under this Agreement shall be set forth in contracts or other written arrangements between DOE and MOF or their designated implementing agents. In case of any inconsistency between these contracts or other written arrangements and this Agreement, the provisions of this Agreement shall prevail.

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5. The MOF or its designated implementing agents shall coordinate with other appropriate Republic of Slovenia government agencies and organizations to ensure that equipment, materials, services and training provided to the MOF under this Agreement are afforded priority processing to allow prompt engineering approvals and equipment and materials deliveries to their ultimate destination within the Republic of Slovenia.

6. The MOF shall facilitate the inspection, by appropriate Republic of Slovenia ministries and other government agencies, of all equipment and materials received under this Agreement, and submit to DOE, within 10 days of receipt, written confirmation of the acceptability of such equipment and materials, and that they conform to the specifications made available in advance to the MOF. The MOF shall also confirm the arrival of such equipment and materials at their agreed destinations. The terms and conditions for repair or replacement of non-complying equipment or materials will be set forth in the contracts or other written arrangements under which equipment and materials are provided under this Agreement.

Article 3

1. Each Party may, following written notification to the other Party, delegate responsibilities for the implementation of this Agreement to other government agencies, departments or units of its respective Government.

2. Each Party may, following written notification to the other Party, designate technical liaison representatives for equipment, materials, training and services provided pursuant to this Agreement.

Article 4

The MOF, through the CA, shall furnish the Bureau of Customs and Border Protection of the United States of America with data on any detections or seizures of unauthorized special nuclear material and other radioactive materials that are in breach of customs legislation, in accordance with the provisions of the Agreement between the United States of America and the European Community on Customs Cooperation and Mutual Assistance in Customs Matters of 28 May 1997 as amended.

Article 5

The Parties understand that any taxes or duties on equipment, materials, training or services provided by the DOE under this Agreement are to be paid by the Republic of Slovenia.

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Article 6

All questions regarding the interpretation or application of this Agreement shall be resolved by means of consultations between the Parties.

Article 7

1. This Agreement shall be applied provisionally from the date of signature, and shall enter into force when the Parties' Governments notify each other in writing that all applicable procedures required for entry into force have been fulfilled.
2. This Agreement shall remain in force for the duration of the Non-Proliferation Agreement. The Agreement may be amended by written agreement of the Parties and may be terminated by either Party upon written notification to the other Party 90 days prior to its intention to do so.

DONE at Ljubljana this fourth day of April , 2005, in duplicate in the English language.

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF
AMERICA:



FOR THE MINISTRY OF FINANCE OF
THE REPUBLIC OF SLOVENIA:

